



**Health Services**  
LOS ANGELES COUNTY

Los Angeles County  
Board of Supervisors

April 20, 2006

Gloria Molina  
First District

Yvonne B. Burke  
Second District

Zev Yaroslavsky  
Third District

Don Knabe  
Fourth District

Michael D. Antonovich  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT AMENDMENTS FOR PROPOSITION A  
DIETARY SERVICES AT FIVE FACILITIES AND A NON-PROPOSITION  
A AMENDMENT FOR PUBLIC CAFETERIA SERVICES AT HARBOR-  
UCLA MEDICAL CENTER**

(2nd, 4th and 5th Districts) (3 Votes for Dietary Services)  
(4 votes for Public Cafeteria Services)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached Proposition A (Prop A) Amendment No. 5 to Agreement No. 70295 (Exhibit I) with Morrison Management Specialists, Inc., dba Morrison Health Care, Inc. (Morrison) for the continued provision of dietary services at Harbor-UCLA Medical Center (H-UCLA) at a cost of \$2,168,293, effective June 1, 2006 through November 30, 2006.
2. Approve and instruct the Mayor to sign the attached Prop A Amendment No. 5 to Agreement No. 70294 (Exhibit II) with Morrison for the continued provision of dietary services at Martin Luther King, Jr./Drew Medical Center (King/Drew) at a cost of \$2,081,492, effective June 1, 2006 through November 30, 2006.
3. Approve and instruct the Mayor to sign the attached Prop A Amendment No. 6 to Agreement No. 70694 (Exhibit III) with Morrison for the continued provision of dietary services at Olive View/UCLA Medical Center (OV-UCLA) at a cost of \$1,769,084, effective June 1, 2006 through November 30, 2006.
4. Approve and instruct the Mayor to sign the attached Prop A Amendment No. 6 to Agreement No. 68444 (Exhibit IV) with Sodexo, LLC (Sodexo) for the continued provision of dietary services at Rancho Los Amigos National Rehabilitation Center (Rancho) at a cost of \$2,017,545, effective June 1, 2006 through November 30, 2006.

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
Fax: (213) 481-0503

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through leadership,  
service and education.*



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5. Approve and instruct the Mayor to sign the attached Prop A Amendment No. 3 to Agreement No. 73378 (Exhibit V) with Morrison for the continued provision of dietary services at High Desert Health System (HDHS) at a cost of \$117,809, effective July 1, 2006 through June 30, 2007.
6. Approve and instruct the Acting Director of Health Services to sign the attached Non-Prop A Amendment No. 6 to Agreement H-211094 (Exhibit VI) with Morrison, for the continued provision of public cafeteria services at H-UCLA with an estimated revenue of \$36,438, effective June 1, 2006 through November 30, 2006.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Approval of the recommended actions will allow for the continued provision of dietary services at H-UCLA, King/Drew, OV-UCLA, Rancho and HDHS, and the continued provision of public cafeteria concession services at H-UCLA. The extended terms will provide additional time necessary to complete a Request for Proposals (RFP) process for services for H-UCLA, King/Drew, OV-UCLA and Rancho, and develop a solicitation process for HDHS.

The Department of Health Services (DHS) has been contracting out Dietary Services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A), since October 1984. Dietary services are an integral part of the legitimate activities which must be provided by a hospital to perform its health care functions.

Concession cafeteria services at H-UCLA are contracted under the authority of Government Code Section 25536.

FISCAL IMPACT/FINANCING:

The maximum County obligation for the extended terms is as follows: \$2,168,293 for H-UCLA, effective June 1, 2006 through November 30, 2006; \$2,081,492 for King/Drew, effective June 1, 2006 through November 30, 2006; \$1,769,084 for OV-UCLA, effective June 1, 2006 through November 30, 2006; \$2,017,545 for Rancho, effective June 1, 2006 through November 30, 2006; and \$117,809 for HDHS, effective July 1, 2006 through June 30, 2007 for a total estimated cost of \$8,154,223. A cost of living adjustment (COLA) of 2.5% for H-UCLA and King/Drew, effective September 1, 2006 through November 30, 2006, for OV-UCLA effective June 1, 2006 through November 30, 2006, for Rancho effective July 1, 2006 through November 30, 2006, and for HDHS effective July 1, 2006 through June 30, 2007, is included in these amounts, however, the actual amounts of any COLAs may be adjusted when data becomes available for Fiscal Year 2006-07, in accordance with the terms of the Amendments.

Funds for H-UCLA, Rancho, and HDHS are included in the Fiscal Year (FY) 2005-06 Final Budget and FY 2006-07 Proposed Budget, and will be requested as a continuing appropriation in future fiscal years. To meet the proposed maximum County obligation for King/Drew, an additional \$296,000 is included in the FY 2006-07 Final Change request. OV-UCLA will absorb approximately \$860,000 of additional costs within existing resources.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Over the past few years, DHS has entered into Agreements with Morrison using Morrison Management Specialists, Inc., in some Agreements and Morrison Health Care Inc., in others. DHS has confirmed that the correct legal name, which will be used in these Amendments, is Morrison Management Specialists, Inc., dba Morrison Health Care Inc.

#### H-UCLA AND KING/DREW

On September 3, 1996, the Board approved Agreements with Morrison to provide dietary services at King/Drew and H-UCLA effective September 1, 1996 through August 31, 2003, with provisions for a six-month automatic renewal through February 29, 2004. Subsequently, the Board approved additional Amendments to extend the term. Most recently, on August 9, 2005, the Board approved an extension through May 31, 2006.

#### OV-UCLA

On May 13, 1997, the Board approved an Agreement with Morrison to provide dietary services at OV-UCLA, effective June 1, 1997 through May 31, 1998, with provisions for four one-year automatic renewals and a six-month optional renewal through November 30, 2002. Subsequently, the Board approved additional Amendments to extend the term. Most recently, on May 31, 2005, the Board approved an extension through May 31, 2006.

#### RANCHO

On July 18, 1995, the Board approved an Agreement with Sodexho to provide dietary services at Rancho, effective August 1, 1995 through July 31, 1996, with provisions for automatic renewals through July 31, 2002, and delegated authority to extend on a month-to-month basis for an additional six-month period through January 31, 2003. Subsequently, the Board approved additional Amendments to extend the term. Most recently, on May 31, 2005, the Board approved an extension through May 31, 2006.

#### HDHS

On August 27, 1997, the Board approved an Agreement with Morrison for the provision of dietary services at HDHS through August 12, 2002. On April 2, 2000, Morrison terminated the

Agreement effective August 12, 2000. On August 13, 2000, HDHS entered into a Purchase Order Agreement with Morrison until a provider could be selected through a competitive process.

On May 29, 2001, the Board approved an Agreement with Morrison for the continued provision of dietary services at HDHS through June 30, 2001. Subsequent Amendments were approved that extended the Agreement through June 30, 2006. The last Amendment changed the scope of work from full dietary services to concession cafeteria services for employees and the public due to the conversion of High Desert Hospital to a Multi-Service Ambulatory Care Center.

#### Concession Cafeteria Services at H-UCLA

On May 9, 2000, the Board approved a revenue concession Agreement with Morrison Management Specialists, Inc., for the provision of public cafeteria concession services at H-UCLA for a three-year period through August 31, 2003, with a six-month automatic renewal through February 29, 2004. Subsequently, the Board approved additional Amendments to extend the term. Most recently, Amendment No. 5, approved on May 31, 2005, extended the term through May 31, 2006. The estimated annual revenue is \$72,000.

Payment to Morrison is based on the provision of delivering meals within a meal range per calendar month of 47,001 - 52,000 at H-UCLA, 39,001 - 45,000 at King/Drew, and 24,000 - 30,000 at OV-UCLA. Payment to Sodexo is based on delivering 38,001 - 44,000 meals at Rancho. The meal range does not apply at HDHS as there are no in-patient meals served at that facility.

Contract monitoring functions are performed by administrative staff at each facility.

Attachment A provides additional information.

County Counsel has approved these Amendments as to form.

#### CONTRACTING PROCESS:

DHS released an RFP for dietary services and public cafeteria concession services on February 23, 2005 for H-UCLA, King/Drew (with the exception of public cafeteria concession services), OV-UCLA and Rancho. The Department is completing the process and will return to the Board for approval of the recommended contractor(s) prior to the expiration of the Amendments.

Additionally, DHS intends to complete a solicitation process for concession cafeteria services at HDHS during the extension period.

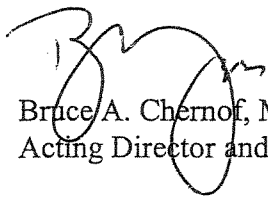
The Honorable Board of Supervisors  
April 20, 2006  
Page 5

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval will allow for the continued provision of dietary services at the facilities and concession cafeteria services at H-UCLA.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Acting Director and Chief Medical Officer

BAC:amb  
Dietary Amendment.amb.wpd

Attachments (6)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT1. TYPE OF SERVICES:

Dietary Services at H-UCLA, HDHS, King/Drew, OV-UCLA and Rancho.

2. AGENCY ADDRESS AND CONTACT PERSON:

A. Morrison Management Specialists, Inc.,  
dba Morrison Health Care, Inc.  
1727 Axenty Way  
Redondo Beach, CA 90278  
Attention: Edward M. Clark  
Telephone: (310) 798-4017

B. Sodexho Operations, LLC  
3033 5th Avenue, Suite 335  
San Diego, CA 92103  
Attention: Calvin Johnson  
Telephone: (619) 296-6433

3. TERM:

The term of the Amendments for H-UCLA, King/Drew, OV-UCLA and Rancho is from June 1, 2006 through November 20, 2006, and for HDHS is from July 1, 2006 through June 30, 2007.

4. FINANCIAL INFORMATION:

The maximum County obligation for the extended terms is as follows: \$2,168,293 for H-UCLA, \$2,081,492 for King/Drew, \$1,769,084 for OV-UCLA, \$2,017,545 for Rancho and \$117,809 for HDHS for a total estimated amount of \$8,154,223. The amounts include a 2.5% cost of living adjustment (COLA) at H-UCLA and King/Drew effective September 1, 2006 through November 30, 2006, at OV-UCLA effective June 1, 2006 through November 30, 2006, at Rancho effective July 1, 2006 through November 30, 2006 and at HDHS effective July 1, 2006 through June 30, 2007. The amounts of the COLAs at the facilities will be adjusted according to the terms of the Amendments when data is available for Fiscal Year 2006-07.

Funds for H-UCLA, Rancho, and HDHS are included in the Fiscal Year (FY) 2005-06 Final Budget and FY 2006-07 Proposed Budget, and will be requested as a continuing appropriation in future fiscal years. To meet the proposed maximum County obligation for King/Drew, an additional \$296,000 is included in the FY 2006-07 Final Change request. OV-UCLA will absorb approximately \$860,000 of additional costs within existing resources.

5. PERSON ACCOUNTABLE FOR PROGRAM MONITORING:

Administration at each facility.

6. GEOGRAPHIC AREA SERVED:

2nd, 4th and 5th Districts.

7. APPROVALS:

Chief Networks Deputy: John R. Cochran, III

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to form): Elizabeth J. Friedman, Senior Deputy County Counsel

EXHIBIT I

Contract No. 70295

DIETARY SERVICES AGREEMENT  
HARBOR-UCLA MEDICAL CENTER

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

MORRISON MANAGEMENT  
SPECIALISTS, INC., dba  
MORRISON HEALTH CARE, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"DIETARY SERVICES AGREEMENT", dated September 3, 1996, and  
further identified as County Agreement 70295, and extension  
letter dated August 20, 2003, and any Amendments thereto (all  
hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement  
to extend its term and to make the changes described hereinafter;  
and

WHEREAS, County had initially entered into this Agreement  
with Morrison Health Care, Inc., and subsequently finds that the  
correct legal name of the contracting party is Morrison  
Management Specialists, Inc., dba Morrison Health Care, Inc., and  
accordingly, is hereby changing the name of the contracting party  
to this Agreement to Morrison Management Specialists, Inc.,

dba Morrison Health Care, Inc., and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective June 1, 2006.
2. The term of this Agreement is hereby extended on a month-to-month basis, for a maximum of six (6) months, from June 1, 2006 through November 30, 2006, unless sooner terminated by County.
3. Schedule 5 shall be replaced with Schedule 6, attached hereto and incorporated in Agreement by reference.
4. Paragraph 30, DELEGATION AND ASSIGNMENT, of the Agreement shall be revised as follows:

"30. ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be



deductible, at County's sole discretion, against the claims, which Contractor may have against County.

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

5. Paragraph 38, TERMINATION FOR CONVENIENCE, of the Agreement shall be revised as follows:

"38. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated when such action is deemed by County to be in its best interest. Termination of services shall be effected by delivery to Contractor of a written thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall stop services under this Agreement on the date and to the extent specified in the Notice of Termination."

6. Paragraph 69, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Agreement shall be revised as follows:

"69. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in

accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made

or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County, may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

- 1) elimination of the grounds for which the debarment was imposed;
- 2) a bona fide change in ownership or management;
- 3) material evidence discovered after debarment was imposed; or
- 4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction

of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors or subconsultants of County Contractors."

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Mayor and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:

MORRISON MANAGEMENT SPECIALISTS,  
INC., dba MORRISON HEALTH CARE,  
INC.

Contractor

Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_

Title \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL:

By: \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By: \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMENDCDharbor5.AMB  
04/07/06

SCHEDULE 6

CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE

Contractor's Six-Month Budget  
to Deliver 47,001 - 52,000 Meals Per  
Calendar Month from June 1, 2006 to November 30, 2006  
H-UCLA Medical Center

Labor Costs:	\$ 1,293,299
Raw Food Costs:	\$ 470,873
Materials; Services and Supplies:	\$ 146,970
Equipment Costs:	\$ 10,500
Utilities:	\$ 500
Management Fee and Admin. Costs:	\$ 100,321
Sales Tax Liability:	\$ 60,330

A. Contractor's Six-Month Budget \$ 2,082,793\*  
June 1, 2006 - November 30, 2006

B. Special Function Meals	\$ 32,500
Incidental Supplies	\$ 8,500
Tube Feedings	\$ 35,000
Linen	9,500

Total Six-Month Budget Extension \$ 2,168,293

\*This amount includes an up to a 2.5% cost of living increase effective September 1, 2006. Actual cost of living increase could be less based upon the County general salary movement for Fiscal Year 2006-07.



DIETARY SERVICES AGREEMENT  
KING/DREW MEDICAL CENTER

AMENDMENT NO. 5

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deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by

Contractor.

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B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of

business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County, may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

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The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors or subconsultants of County Contractors."

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Mayor and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:

MORRISON MANAGEMENT SPECIALISTS,  
INC., dba MORRISON HEALTH CARE  
INC.  
\_\_\_\_\_  
Contractor

Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Title \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL:

By: \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By: \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMENDCDKing/Drew5.AMB  
02/07/06

SCHEDULE 6

CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE

Contractor's Six-Month Budget  
to Deliver 39,001 - 45,000 Meals Per  
Calendar Month from June 1, 2006 to November 30, 2006  
King/Drew Medical Center

Labor Costs:	\$ 1,239,338
Raw Food Costs:	\$ 426,561
Materials; Services and Supplies:	\$ 118,311
Equipment Costs:	\$ 7,770
Utilities:	\$ 1,938
Management Fee and Admin. Costs:	\$ 166,021
Sales Tax Liability:	\$ 50,037

A. Contractor's Six- Month Budget \$ 2,009,976\*  
June 1, 2006 - November 30, 2006

B. Special Function Meals	\$ 42,000
Incidental Supplies	\$ 2,683
Tube Feedings	\$ 26,833

Total Six-Month Budget Extension \$ 2,081,492

\*This amount includes an up to a 2.5% cost of living increase effective September 1, 2006. Actual cost of living increase could be less based upon the County general salary movement for Fiscal Year 2006-07.

AGREEMENT FOR DIETARY SERVICES  
OLIVE VIEW/UCLA MEDICAL CENTER

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between the

COUNTY OF LOS ANGELES  
(hereafter "County")

and

MORRISON MANAGEMENT  
SPECIALISTS INC., dba  
MORRISON HEALTH CARE, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"AGREEMENT FOR DIETARY SERVICES AT OLIVE VIEW/UCLA MEDICAL  
CENTER", dated May 13, 1997, and further identified as County  
Agreement No. 70694, an extension letter dated February 21, 2002,  
and any Amendments thereto (all hereafter referred to as  
"Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement  
to extend its term and to make the changes described hereinafter;  
and

WHEREAS, County had initially entered into this Agreement  
with Morrison Health Care Inc., and subsequently finds that the  
correct legal name of the contracting party is Morrison  
Management Specialists, Inc., dba Morrison Health Care, Inc., and  
accordingly, is hereby changing the name of the contracting party

to this Agreement to Morrison Management Specialists, Inc., dba Morrison Health Care, Inc., and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective on June 1, 2006.
2. The term of this Agreement is hereby extended on a month-to-month basis, for a maximum of six (6) months, from June 1, 2006 through November 30, 2006, unless sooner terminated by County.
3. Exhibit B-4 shall be replaced with Exhibit B-5, attached to this Amendment and incorporated in Agreement by reference.
4. Paragraph 30, DELEGATION AND ASSIGNMENT, of the Agreement shall be revised as follows:

"30. ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be

deductible, at County's sole discretion, against the claims, which Contractor may have against County.

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

5. Paragraph 38, TERMINATION FOR CONVENIENCE, of the Agreement shall be revised as follows:

"38. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated when such action is deemed by County to be in its best interest. Termination of services shall be effected by delivery to Contractor of a written thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall stop services under this Agreement on the date and to the extent specified in the Notice of Termination."

6. Paragraph 67, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Agreement shall be revised as follows:

"67. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if

County acquires information concerning the performance of Contractor on this or other agreements, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the



proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County, may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor

Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors or subconsultants of County Contractors."

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Mayor and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:

Executive Officer of the Board of  
Supervisors of the County of  
Los Angeles

MORRISON MANAGEMENT SPECIALISTS,  
INC., dba MORRISON HEALTH CARE,  
INC.

Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL:

By: \_\_\_\_\_  
Senior Deputy County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By: \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

amb:02/07/06  
AMENDCDOV6.amb

## SCHEDULE 2

CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE

Contractor's Six-Month Budget

June 1, 2006 through November 30, 2006

OLIVE VIEW/UCLA MEDICAL CENTER

I. Contractor to Deliver 24,000 - 30,000 Meals Per Calendar Month:

Labor Costs	\$	1,049,367
Raw Food Costs	\$	503,769
Materials, Services and Supplies	\$	114,355
Total Equipment Costs	\$	11,923
Utilities	\$	521
Maintenance	\$	6,185
General Administrative & Management Fee	\$	48,358
Subtotal	\$	1,734,478
Sales Tax Liability	\$	14,606
TOTAL AMENDMENT BUDGET	\$	1,749,084*
Special Function Meals	\$	12,500
Incidental Food and Supplies	\$	4,000
Patient Tube Feeding Products	\$	3,500
Contractor's Total Amended Budget	\$	1,769,084

\*This amount includes an up to a 2.5% cost of living increase effective June 1, 2006 through November 30, 2006. Actual cost of living increase could be less based upon the County general salary movement for Fiscal Year 2006-07.

AGREEMENT FOR DIETARY SERVICES  
AT RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into to this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between the	COUNTY OF LOS ANGELES (hereafter "County"),
and	SODEXHO OPERATIONS, LLC (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
AGREEMENT FOR DIETARY SERVICES AT RANCHO LOS AMIGOS MEDICAL  
CENTER", dated July 18, 1995, and further identified as County  
Agreement No. 68444, extension letter dated February 21, 2002,  
and any Amendments thereto (all hereafter referred to as  
Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to extend its term and to make the changes described  
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective June 1, 2006.

2. The term of this Agreement is hereby extended on a month-to-month basis for a maximum of six months, from June 1, 2006 through November 30, 2006, unless sooner terminated by County.

3. Schedule 6 shall be replaced with Schedule 7, attached hereto and incorporated in Agreement by reference.

4. Paragraph 30, DELEGATION AND ASSIGNMENT, of the Agreement shall be revised as follows:

"30. ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange,

assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

5. Paragraph 38, TERMINATION FOR CONVENIENCE, of the Agreement shall be revised as follows:

"38. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated when such action is deemed by County to be in its best interest.

Termination of services shall be effected by delivery to Contractor of a written thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall stop services under this Agreement on the date and to the extent specified in the Notice of Termination."

6. Paragraph 76, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Agreement shall be revised as follows:

"76. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other agreements, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the



agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the

basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County, may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on

the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors or subconsultants of County Contractors."

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Mayor and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:

SODEXHO OPERATIONS, LLC  
Contractor

Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL:

By \_\_\_\_\_  
Senior Deputy County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMENDCD.AMB  
amb.02/27/06

SCHEDULE 7

CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE  
 Contractor's Six-Month Budget (June 1, 2006 through  
 November 30, 2006) to Deliver  
 38,001 - 44,000 Meals Per Calendar Month  
 Rancho Los Amigos National Rehabilitation Center

Labor Costs	\$ 995,045
Raw Food Costs	\$ 611,533
Materials; Services and Supplies	\$ 110,908
Equipment Costs	\$ 44,478
Other Expenses	\$ 131,622
Equipment Maintenance and Repair Costs	\$ 9,551
Sales Tax Liability	\$ 3,504

A. Contractor's Six Month Budget (June 1, 2006 - November 30, 2006):	\$1,906,641*
B. Special Function Meals	\$ 47,232
Incidental Supplies	\$ 8,772
Tube Feedings	\$ 54,900
Total Six-Month Budget Extension	\$2,017,545

\*This amount includes an up to a 2.5% cost of living increase effective July 1, 2006 through November 30, 2006. Actual cost of living increase could be less based upon the County general salary movement for Fiscal Year 2006-07.

DIETARY SERVICES AGREEMENT  
HIGH DESERT HEALTH SYSTEM

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

MORRISON MANAGEMENT  
SPECIALISTS, INC., dba  
MORRISON HEALTH CARE, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"AGREEMENT FOR DIETARY SERVICES", dated May 29, 2001, and further  
identified as County Agreement No. 73378, and any Amendments  
thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement  
to extend its term and to make the changes described hereinafter;  
and

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and  
executed by the parties.

WHEREAS, County had initially entered into this Agreement  
with Morrison Management Specialists, Inc., and subsequently  
finds that the correct legal name of the contracting party is  
Morrison Management Specialists, Inc., dba Morrison Health Care

Inc., and accordingly, is hereby changing the name of the contracting party to this Agreement to Morrison Management Specialists, Inc., dba Morrison Health Care Inc.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective July 1, 2006.

2. The term of this Agreement is hereby extended on a month-to-month basis, for a maximum of twelve months, from July 1, 2006 through June 30, 2007, unless sooner terminated by County.

3. Schedule 3 shall be replaced with Schedule 4, attached hereto and incorporated in Agreement as reference.

4. Paragraph 31, DELEGATION AND ASSIGNMENT, of the Agreement shall be revised as follows:

"31. ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims,



which Contractor may have against County.

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

5. Paragraph 71, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Agreement shall be revised as follows:

"71. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor

has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County, may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

- 1) elimination of the grounds for which the debarment

was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The

Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors or subconsultants of County Contractors."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Mayor and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:

MORRISON MANAGEMENT SPECIALISTS,  
INC., dba MORRISON HEALTH CARE  
INC.

Executive Officer of the Board of  
Supervisors of the County of  
Los Angeles

Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL:

By: \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By: \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMENDCD.AMB  
02/07/06

## SCHEDULE 4

**High Desert Health System  
Contractor's Budget and County's Charge Schedule  
July 1, 2006 to June 30, 2007**

**Labor (Management/Staffing)**

Salaries and Wages	\$108,576
Employee Benefits	\$38,922

<b>Subtotal Labor</b>	<b>\$147,498</b>
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**Services and Supplies**

Food Cost	\$50,980
Materials	\$17,558

<b>Subtotal Services &amp; Supplies</b>	<b>\$68,538</b>
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**Equipment**

Replacement-	\$0
Lease-copier service contract	\$600
Equipment	\$0
<b>Subtotal Equipment</b>	<b>\$600</b>

**Other Direct Costs**

Utilities	\$0
Maintenance	\$0
Alterations and Repairs	\$0
<b>Subtotal Other Direct Costs</b>	<b>\$0</b>

<b>Subtotal Equipment, other direct</b>	<b>\$600</b>
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<b>Total Direct Costs</b>	<b>\$216,636</b>
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**Indirect Costs**

General and Administrative	\$5,368
Management fee (profit)	\$8,052

<b>Total Indirect Costs</b>	<b>\$13,420</b>
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<b>Total Direct and Indirect Costs</b>	<b>\$230,056</b>
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<b>Retail Revenue Credit</b>	<b>-\$125,248</b>
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<b>Contractor's Contract Year Budget</b>	<b>\$104,808</b>
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Incidental Supplies	\$2,163
Special Functions	\$4,683
Ordinance Meals	\$6,155
Additional Clinical Dietitian Services	\$0
<b>Contractor's Total Contract Year Budget*</b>	<b>\$117,809</b>

\* This amount includes an up to a 2.5% cost of living increase effective July 1, 2006. Actual cost of living increase could be less based upon the County general salary movement for the Fiscal Year 2006-07.



EXHIBIT VI

Contract No. H-211094

PUBLIC CAFETERIA CONCESSION SERVICES  
AGREEMENT AT HARBOR-UCLA MEDICAL CENTER

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

MORRISON MANAGEMENT  
SPECIALISTS, INC., dba  
MORRISON HEALTH CARE, INC.  
(hereafter "Concessionaire").

WHEREAS, reference is made to that certain document entitled  
"PUBLIC CAFETERIA CONCESSION SERVICES AGREEMENT AT HARBOR-UCLA  
MEDICAL CENTER", dated May 9, 2000, and further identified as  
County Agreement No. H-211094, and any Amendments thereto (all  
hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement  
to extend its term and to make the changes described hereinafter;  
and

WHEREAS, County had initially entered into this Agreement  
with Morrison Management Specialists, Inc., and subsequently  
finds that the correct legal name of the contracting party is  
Morrison Management Specialists, Inc., dba Morrison Health Care,  
Inc., and accordingly, is hereby changing the name of the  
contracting party to this Agreement to Morrison Management

Specialists, Inc., dba Morrison Health Care, Inc., and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective June 1, 2006.

2. The term of this Agreement is hereby extended on a month-to month basis, for a maximum of six months, effective June 1, 2006 through November 30, 2006, unless sooner terminated by County.

3. Paragraph 18, CANCELLATION WITHOUT CAUSE, of the Agreement shall be revised as follows:

"18. CANCELLATION WITHOUT CAUSE: This Agreement shall be subject to cancellation by County without cause following a thirty (30) day written notice and subject to the provisions of Paragraph 4 above."

4. Paragraph 42, CONCESSIONAIRE RESPONSIBILITY AND DEBARMENT, of the Agreement shall be revised as follows:

"42. CONCESSIONAIRE RESPONSIBILITY AND DEBARMENT:

A. A responsible Concessionaire is a Concessionaire who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with

responsible Concessionaires.

B. Concessionaire is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Concessionaire on this or other agreements which indicates that Concessionaire is not responsible, County may, in addition to other remedies provided in the agreement, debar Concessionaire from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Concessionaire may have with County.

C. County may debar a Concessionaire if the Board of Supervisors finds, in its discretion, that Concessionaire has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on the Concessionaire's quality, fitness, or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed

an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Concessionaire may be subject to debarment, the Department will notify Concessionaire in writing of the evidence which is the basis for the proposed debarment and will advise Concessionaire of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Concessionaire or the Concessionaires representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Concessionaire should be debarred, and, if so, the appropriate length of time of the debarment. Concessionaire and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the

Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Concessionaire has been debarred for a period longer than five years, that Concessionaire may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County, may, in its discretion, reduce the period of debarment or terminated the debarment if it finds that Concessionaire has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interest of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) Concessionaire has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes

supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors or subconsultants of County Concessionaires."

5. Paragraph 49, DELEGATION AND ASSIGNMENT, shall be added to the body of the Agreement to read as follows:

"49. ASSIGNMENT AND DELEGATION: Concessionaire shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written

consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Concessionaire may have against County.

Shareholders, partners, members, or other equity holders of Concessionaire may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Concessionaire to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

If any assumption, assignment, delegation, or takeover of any of the Concessionaire's duties, responsibilities, obligations, or performance of same by any entity other than the Concessionaire, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Concessionaire as it could pursue in the event of default by Concessionaire.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Acting Director of Health Services and Concessionaire has caused this Amendment to be subscribed in its behalf by its duly authorized office, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Acting Director and Chief Medical  
Officer

MORRISON MANAGEMENT SPECIALISTS,  
INC., dba MORRISON HEALTH CARE INC.  
Concessionaire

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL:

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMENDPUBCAF.AMB  
04/20/05